

PARTIALLY REIMBURSABLE SPACE ACT AGREEMENT  
BETWEEN  
ACCOMACK COUNTY VIRGINIA  
AND  
NASA GODDARD SPACE FLIGHT CENTER'S WALLOPS FLIGHT FACILITY  
FOR  
JOINT EMERGENCY PLANNING, RESPONSE, AND MANAGEMENT ACTIVITIES  
AT THE WALLOPS FLIGHT FACILITY

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with The National Aeronautics and Space Act, as amended (51 U.S.C. 20113(e)), this Agreement is entered into by the NASA Goddard Space Flight Center Wallops Flight Facility located at Wallops Island, VA 23337 (hereinafter referred to as "NASA GSFC," "GSFC," "NASA WFF," "WFF," or "NASA") and Accomack County Department of Public Safety located at 24420 Lankford Hwy, Tasley, VA 23441, (hereinafter referred to as "Accomack County," "County" or "PARTNER"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

NASA WFF and Accomack County wish to jointly plan, respond to, and manage emergency response activities during times of man-made and natural disasters as well as to provide for mutual aid responses for emergency services. Man-made disasters could include either NASA or NASA tenant mission activities with potential impacts that extend beyond WFF boundaries, or other man-made disasters. Natural disasters include but are not limited to hurricanes, storms, or floods. Emergency services for mutual aid services include fire fighting, rescue, Haz-mat and emergency medical services (ALS/BLS).

ARTICLE 3. RESPONSIBILITIES

A. Accomack County will use reasonable efforts to:

1. Work with NASA WFF to plan for and manage potential public safety issues associated with mission or other man-made activities which have the potential for emergency response and management activities beyond the boundaries of the WFF. The boundaries of WFF include the WFF Main Base, the Wallops Mainland, and Wallops Island. Among other things, this collaborative work may include planning meetings, drills, mission support and launch support.
2. Participate in one (1) annual pre-hurricane season planning and coordination meeting with NASA WFF.

3. Participate in one (1) pre-launch planning and coordination meeting with WFF prior to major launches at WFF.
4. Participate and coordinate with NASA technical points of contact, or their designee, on the projected path, and potential severity of a major storm or hurricane on a daily basis from 72 hours in advance of the projected landfall.
5. As part of the 72 hour planning for a specific storm, the County shall also notify the designated NASA agreement representative in writing, or by email, to reserve the number of NASA dormitory rooms the County requires to support law enforcement, emergency management, and utility recovery personnel. The County shall reimburse NASA for the cost of dormitory services.
6. Respond to requests for mutual aid made by the WFF dispatch center or an on scene NASA incident commander at an emergency or event. A County representative shall determine the amount and type of equipment and the number of personnel to be furnished. The expectation is that county resources will not be called in unless the resources are essential for the nature of the emergency or event, not due to expediency or other discretionary reasons.
7. Request mutual aid from NASA through the Accomack County or Chincoteague (9-1-1) center to the WFF dispatch center. Request for aid shall include the requested amount and type of equipment, personnel requested, and shall specify the location where assistance is required.
8. Release the WFF mutual aid response organization when the services requested are no longer required. Additionally, the WFF mutual aid resources responding may be recalled by WFF dispatch for emergency response on the WFF. Notice of the recall will be provided to on-scene incident commander.
9. Be completely responsible for all emergency shelter operations, if provided. Therefore, at a minimum, the County will be responsible for security/law enforcement, health and safety, documentation and control, and escort and removal of all personnel from the WFF at the earliest safe opportunity.

**B. NASA/will use reasonable efforts to:**

1. Notify the County emergency management office when planned mission or other WFF man-made activities have the potential for emergency response and management activities beyond the boundaries of the WFF to protect the safety of the public. The boundaries of the WFF include the WFF Main Base, the Wallops Mainland, and Wallops Island.

2. Participate in a minimum of one (1) annual pre-hurricane season planning and coordination meeting with the County.
3. Participate in one (1) pre-launch planning and coordination meeting with the County prior to major launches at WFF.
4. Provide up to 25 dormitory rooms (including back-up power) in building F-5 for up to 25 law enforcement, emergency management, and utility recovery personnel. All such personnel shall be U.S. citizens. Personnel may occupy dormitory facilities for the duration of the storm, and for a minimum of 48 hours after recovery operations have begun. The County may pre-position personnel in the dormitory 48 hours in advance of the storm, subject to the availability of the dorm rooms. The designated on-site NASA point of contact shall provide the designated county point of contact the keys, temporary badges, and other information for use of the dorm rooms.
5. Provide one designated on-site point of contact for all matters relating to the use and logistics of the WFF dorm rooms.
6. Participate in recovery and any post emergency management briefings or meetings with the county.
7. Respond to requests for mutual aid made by the Accomack County or Chincoteague (9-1-1) center or an on scene incident commander at the emergency or event. A WFF representative shall determine the amount and type of equipment and the number of personnel to be furnished. The expectation is that WFF resources will not be called in unless the resources are essential for the nature of the emergency, not due to expediency or other discretionary reasons.
8. Request mutual aid from the WFF dispatch center to Accomack County or Chincoteague (9-1-1) center. Requests for aid shall include the requested amount and type of equipment, personnel requested, and shall specify the location where assistance is required.
9. Release the County mutual aid response organization when the services requested are no longer required or when the County resources responding are needed within the area for which it normally provides services. In that case, the County resources may be recalled by the County with immediate notification to the NASA on scene incident commander.
10. Respond to an Accomack County emergency request to provide a shelter of last resort, at the sole discretion of NASA, and under the terms and conditions specified by NASA for the specific emergency.

#### ARTICLE 4. SCHEDULE AND MILESTONES

The planned major milestones for the activities defined in the "Responsibilities" clause are as follows:

Annual Pre-Hurricane season Planning Meeting	3rd Quarter each Federal Fiscal Year
Pre-Launch planning and coordination meeting	Prior to Major Orbital Launches

## ARTICLE 5. FINANCIAL OBLIGATIONS

1. Partner agrees to fully reimburse NASA for costs in the event the County requests emergency response support from NASA as outlined in the scope of this agreement. The scope of this agreement explicitly does not include support from the County to NASA that is beyond the mutual aid defined in this agreement. In no event will NASA transfer any U.S. Government funds to Partner under this Agreement. The nature of emergencies and events varies greatly. If the nature of the emergency or event requires County services or effort in excess of the mutual aid scoped herein, NASA shall reimburse the County through a separate intergovernmental order. Payment must be made by Partner in advance of initiation of NASA's efforts at such time as the emergency situation occurs. The parties agree that the terms of reimbursement for NASA WFF's participation shall include, but not be limited to, fuel for generators in excess of 24 hours of usage, long distance phone calls, and any dormitory services provided. As an estimate, NASA dorm rooms cost for FY 2011 is \$33.00 per night, but these rates are subject to variations each year. NASA will estimate the cost of services to the County as reasonably in advance of the event as possible. NASA shall bill the County for all services actually rendered within 30 days of the delivery of services. Payment shall be made within 30 days of notice from NASA on the final cost of all services received in support of this agreement.

2. Payment shall be payable to the National Aeronautics and Space Administration through [choose one form of payment: U.S. Treasury FEDWIRE Deposit System, Federal Reserve Wire Network Deposit System, pay.gov at <https://www.nssc.nasa.gov/portal/site/customerservice/menuitem.bb29c518138071c056969daf4dd72749>, or check.] A check should be payable to NASA Goddard Space Flight Center and sent to:

NASA Shared Service Center (NSSC)-FMD Accounts Receivable  
Attn: For the Accounts of NASA Goddard Space Flight Center  
Bldg. 1111, C Road  
Stennis Space Center, MS 39529

3. NASA will not provide services or incur costs beyond the available funding amount. Although NASA has made a good faith effort to accurately estimate its costs, it is understood that NASA provides no assurance that the proposed effort under this Agreement will be accomplished for the above estimated amount. Should the effort cost more than the estimate, Partner will be advised by NASA as soon as possible. Partner shall pay all costs incurred and have the option of canceling the remaining effort, or

providing additional funding in order to continue the proposed effort under the revised estimate. Should this Agreement be terminated, or the effort completed at a cost less than the agreed-to estimated cost, NASA shall account for any unspent funds within One (1) year after completion of all effort under this Agreement, and promptly thereafter, return any unspent funds to Partner.

4. Notwithstanding any other provision of this Agreement, all activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Title 31 U.S.C. § 1341.1.

#### ARTICLE 6. PRIORITY OF USE

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of NASA personnel, facilities and equipment. In the event that NASA's projected availability changes, Partner shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA usage of the facilities, equipment, and personnel shall have priority over the usage planned in this Agreement. Should a conflict arise, NASA in its sole discretion shall determine whether to exercise that priority. Likewise, should a conflict arise as between two commercial users, NASA, in its sole discretion, shall determine the priority as between the two users. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

#### ARTICLE 7. NONEXCLUSIVITY

This Agreement is not exclusive; accordingly, NASA may enter into similar Agreements for the same or similar purpose with other U.S. private or public entities.

#### ARTICLE 8. LIABILITY AND RISK OF LOSS

1. Partner hereby waives any claims against NASA, its employees, its related entities, (including, but not limited to, contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors and subcontractors, at any tier) and employees of NASA's related entities for any injury to, or death of, Partner employees or the employees of Partner's related entities, or for damage to, or loss of, Partner's property or the property of its related entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.

2. Partner further agrees to extend this unilateral waiver to its related entities by requiring them, by contract or otherwise, to waive all claims against NASA, its related entities, and employees of NASA and employees of NASA's related entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.

## ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

NASA and Partner agree that the information and data exchanged in furtherance of the activities under this Agreement will be exchanged without use and disclosure restrictions unless required by national security regulations (e.g., classified information) or otherwise agreed to by NASA and Partner for specifically identified information or data (e.g., information or data specifically marked with a restrictive notice).

## ARTICLE 10. USE OF NASA NAME AND NASA EMBLEMS AND RELEASE OF GENERAL INFORMATION TO THE PUBLIC

### 1. NASA Name and Initials

Partner agrees the words "National Aeronautics and Space Administration" and the letters "NASA" will not be used in connection with a product or service in a manner reasonably calculated to convey any impression that such product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. In addition, with the exception of release of general information in accordance with paragraph 3 below, Partner agrees that any proposed public use of the NASA name or initials (including press releases resulting from activities conducted under this Agreement and all promotional and advertising use) shall be submitted by Partner in advance to the NASA Assistant Administrator for Public Affairs or designee ("NASA Public Affairs") for review and approval. Approval by NASA Public Affairs shall be based on applicable law and policy governing the use of the NASA name and initials.

### 2. NASA Emblems

Use of NASA emblems/devices (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) are governed by 14 C.F.R. Part 1221. Partner agrees that any proposed use of such emblems/devices shall be submitted to NASA Public Affairs for review and approval in accordance with such regulations.

### 3. Release of General Information to the Public

NASA or Partner may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired.

## ARTICLE 11. DISCLAIMER OF WARRANTY

Equipment, facilities, technical information, and services provided by NASA under this Agreement are provided "as is." NASA makes no express or implied warranty as to the condition of such equipment, facilities, technical information, or services, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed under or as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a

particular purpose of such research, information, or resulting product, or that the equipment, facilities, technical information, or services provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately owned rights of others. Neither the government nor its contractors shall be liable for special, consequential or incidental damages attributed to such equipment, facilities, technical information, or services provided under this Agreement or such research, information, or resulting products made or developed under or as a result of this Agreement.

#### ARTICLE 12. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or supply of equipment, facilities, technical information, or services under this Agreement does not constitute endorsement by NASA. Partner agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Partner resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

#### ARTICLE 13. COMPLIANCE WITH LAWS AND REGULATIONS

The Parties shall comply with all applicable laws and regulations including, but not limited to, safety, security, export control, and environmental laws and regulations. Access by Partner to a NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.

With respect to any export control requirements:

(a) The Parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in performing work under this Agreement. In the absence of available license exemptions/exceptions, the Partner shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data and software, or for the provision of technical assistance.

(b) The Partner shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement, including instances where the work is to be performed on-site at NASA and where the foreign person will have access to export-controlled technical data or software.

(c) The Partner will be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions or exceptions.

(d) The Partner will be responsible for ensuring that the provisions of this Article apply to its Related Entities.

#### ARTICLE 14. TERM OF AGREEMENT

This Agreement becomes effective upon the date of the last signature below and shall remain in effect until the completion of all obligations of both Parties hereto, or 5 years from the date of the last signature, whichever comes first.

#### ARTICLE 15. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Agreement by providing 90 calendar days written notice to the other Party. In the event of such termination, Partner will be obligated to reimburse NASA for all costs for which the Partner was responsible and that have been incurred in support of this Agreement up to the date the termination notice is received by the non-terminating Party. Where Partner terminates this Agreement, Partner will also be responsible for termination costs.

#### ARTICLE 16. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., "Liability and Risk of Loss" and "Intellectual Property Rights" and "Financial Obligations" shall survive such expiration or termination of this Agreement.

#### ARTICLE 17. MANAGEMENT POINTS OF CONTACTS

The following personnel are designated as the principal points of contact between the Parties in the performance of this Agreement.

##### Technical Points of Contact

NASA Wallops Flight Facility  
Kenneth E. Volante  
Emergency Management Coordinator  
Mail Stop: 803.2  
Wallops Island, VA 23337  
Phone: 757-824-1159  
Fax: 757-824-1518  
kenneth.e.volante@nasa.gov

Accomack County Department of Public Safety  
Jason R. Loftus  
Director, Public Safety  
PO Box 102  
Tasley, VA 23441  
Phone: 757-824-3610  
Fax: 757-789-3063  
jloftus@co.accomack.va.us

#### ARTICLE 18. DISPUTE RESOLUTION

Except as otherwise provided in the article entitled "Priority of Use," the article entitled "Intellectual Property Rights – Invention and Patent Rights" (for those activities governed by 37 C.F.R. Part 404), and those situations where a pre-existing statutory or regulatory system exists (e.g. under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate person identified in this Agreement as the "Management Points of Contact." The persons identified as the "Management Points of Contact" for NASA and the Partner will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this section limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

#### ARTICLE 19. MODIFICATIONS

Any modification to this Agreement shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Any modification that creates an additional commitment of NASA resources must be signed by the original NASA signatory authority, or successor, or a higher level NASA official possessing original or delegated authority to make such a commitment.

#### ARTICLE 20. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by the Partner or NASA without the express written consent of the officials executing this Agreement.

#### ARTICLE 21. APPLICABLE LAW

U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

#### ARTICLE 22. INDEPENDENT RELATIONSHIP


This Agreement is not intended to constitute, create, give effect or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.


#### ARTICLE 23. SIGNATORY AUTHORITY

The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND  
SPACE ADMINISTRATION  
WALLOPS FLIGHT FACILITY

ACCOMACK COUNTY  
DEPARTMENT OF PUBLIC  
SAFETY

BY:   
William A. Wrobel  
Director of Wallops Flight Facility  
Building F-6  
Wallops Island, VA 23337

BY:   
Jason Loftus  
Director, Public Safety  
PO Box 102  
Tasley, VA 23441  
jloftus@co.accomack.va.us

DATE: 18 October 2011

DATE: 10/20/2011